

STATE OF CALIFORNIA
CALIFORNIA ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

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| In the Matter of: = = |) | Docket No. <u>HSA-CO 01/02-007</u> |
| |) | |
| GBF/Pittsburg Landfill Site |) | CONSENT ORDER |
| |) | |
| (a.k.a. Contra Costa Sanitary Landfill) |) | Health and Safety Code |
| Corner of Somersville Road and |) | Sections 25355.5(a)(1)(B) and (C), |
| James Donlon Boulevard, |) | 25358.3(a), 58009 and 58010 |
| Contra Costa County, California |) | |
| |) | |
| Respondent: |) | |
| |) | |
| GBF Holdings, LLC |) | |
| 5052 Commercial Circle, Concord, |) | |
| California 94520 |) | |
| |) | |
| |) | |

I. INTRODUCTION

1.1 Parties. The California Environmental Protection Agency, Department of Toxic Substances Control (DTSC) and GBF Holdings, LLC, a California Limited Liability Company (Respondent), hereby enter into this Consent Order (Order) and agree to its terms and conditions. DTSC and Respondent are referred to collectively herein as the Parties.

1.2 Property/Site. This Order applies to the property commonly known as the GBF/Pittsburg Landfill Site located at the corner of Somersville Road and James Donlon Boulevard in Contra Costa County, California. A map showing the Property is attached as Exhibit A. This Order applies to the Property and the areal extent of contamination that resulted from activities on the Property (hereinafter, the "Site").

1.3 Jurisdiction. This Order is entered into by the parties pursuant to Health and Safety Code sections 25358.3(a), 25355.5(a)(1)(B) and (C), 58009 and 58010.

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Health and Safety Code section 25358.3(a) authorizes DTSC to take various actions, including issuance of an Imminent or Substantial Endangerment Determination and Order, when DTSC determines that there may be an imminent or substantial endangerment to the public health or welfare or to the environment, because of a release or a threatened release of a hazardous substance.

Health and Safety Code section 25355.5(a)(1)(B) authorizes DTSC to issue an order establishing a schedule for removing or remedying a release of a hazardous substance at a site, or for correcting the conditions that threaten the release of a hazardous substance. The order may include, but is not limited to requiring specific dates by which the nature and extent of a release shall be determined and the site adequately characterized, a remedial action plan prepared and submitted to DTSC for approval, and a removal or remedial action completed.

Health and Safety Code section 25355.5(a)(1)(C) authorizes DTSC to enter into an enforceable agreement with a responsible party for the site which requires the party to take necessary corrective action to remove the threat of the release, or to determine the nature and extent of the release and adequately characterize the site, prepare a remedial action plan, and complete the necessary removal or remedial actions, as required in the approved remedial action plan.

Health and Safety Code section 58009 authorizes DTSC to commence and maintain all proper and necessary actions and proceedings to enforce its rules and regulations; to enjoin and abate nuisances related to matters within its jurisdiction which are dangerous to health; to compel the performance of any act specifically enjoined upon any person, officer, or board, by any law of this state relating to matters within its jurisdiction; and/or on matters within its jurisdiction, to protect and preserve the public health.

Health and Safety Code section 58010 authorizes DTSC to abate public nuisances related to matters within its jurisdiction.

II. FINDINGS OF FACT

DTSC hereby finds:

2.1 Liability of Respondent. Respondent is a responsible party or liable person as defined in Health and Safety Code section 25323.5 by virtue of having acquired title to the property on January 31, 2001.

2.2 The physical description of the site, the site history, the hazardous substances found at the site, the health effects associated with those hazardous substances, the routes of exposure, and the public health and/or environmental risk associated with the site are all set forth

in the Remedial Action Plan ("RAP") approved for the site on June 16, 1997, except as modified herein.

III. CONCLUSIONS OF LAW

3.1 Respondent is a responsible party as defined by Health and Safety Code section 25323.5.

3.2 Each of the substances listed in the RAP is a "hazardous substance" as defined in Health and Safety Code section 25316.

3.3 There has been a "release" and/or there is a "threatened release" of hazardous substances at the Site, as defined in Health and Safety Code section 25320.

3.4 The actual and threatened release of hazardous substances at the Site may present an imminent and substantial endangerment to the public health or welfare or to the environment.

3.5 Response action is necessary to abate a public nuisance and/or to protect and preserve the public health.

IV. DETERMINATION

4.1 Based on the foregoing findings of fact and conclusions of law, DTSC hereby determines that response action is necessary at the Site because there has been a release and/or there is a threatened release of a hazardous substance.

4.2 Based on the foregoing findings of fact and conclusions of law, DTSC hereby determines that there may be an imminent and/or substantial endangerment to the public health or welfare or to the environment because of the release and/or the threatened release of the hazardous substances at the Site.

V. CONSENT ORDER

Based on the foregoing, IT IS HEREBY AGREED AND ORDERED THAT Respondent conduct the following response actions in the manner specified herein, and in accordance with a schedule specified by DTSC as follows:

5.1 All response actions taken pursuant to this Order shall be consistent with the requirements of Chapter 6.8 (commencing with section 25300), Division 20 of the Health and Safety Code and any other applicable state or federal statutes and regulations.

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5.1.1 Site Remediation Strategy. The purpose of this Order is to require implementation of the approved Remedial Action Plan, which is incorporated by reference and further modified by the terms herein.

5.1.2 Removal Actions. Respondent shall undertake removal actions if DTSC determines that they are necessary to mitigate the release of hazardous substances at or emanating from the Site. DTSC may require Respondent to submit a removal action workplan that includes a schedule for implementing the workplan for DTSC's approval. Either DTSC or Respondent may identify the need for removal actions.

5.1.3 Groundwater Monitoring. Respondent shall submit a Groundwater Monitoring Plan for DTSC's review within sixty (60) days of the effective date of this Order. Subsequent monitoring shall be conducted pursuant to the approved Groundwater Monitoring Plan or any subsequent approved revision.

5.2 Public Participation Plan (Community Relations). Respondent shall work cooperatively with DTSC in providing an opportunity for meaningful public participation in response actions. Any such public participation activities shall be conducted in accordance with Health and Safety Code sections 25356.1 and 25358.7 and DTSC's most current Public Participation Policy and Guidance Manual, and shall be subject to DTSC's review and approval.

Respondent, in coordination with DTSC, shall update the existing Public Participation Plan (PPP) which describes how the public and adjoining community will be kept informed of activities conducted at the Site and how Respondent will be responding to inquiries from concerned citizens.

Respondent shall submit the updated PPP for DTSC's review within forty (40) days of the effective date of this Order.

Respondent shall implement any of the public participation support activities identified in the PPP, at the request of DTSC. DTSC retains the right to implement any of these activities independently. These activities include, but are not limited to, development and distribution of fact sheets; public meeting preparations; and development and placement of public notices.

5.3 California Environmental Quality Act (CEQA). DTSC must comply with CEQA insofar as activities required by this Order are projects requiring CEQA compliance. Upon DTSC request, Respondent shall submit any information deemed necessary by DTSC to facilitate compliance with CEQA. The costs incurred by DTSC in complying with CEQA are response costs and Respondent shall reimburse DTSC for such costs pursuant to Section 6.18.

5.4 Remedial Design (RD). Within one hundred and eighty (180) days after DTSC's execution of Order, Respondent shall submit to DTSC for review and approval the RD for the first phase of groundwater extraction system near the northern boundary of the landfill, describing in detail the technical and operational plans for implementation which includes the following elements, as applicable:

- (a) Design criteria, process unit and pipe sizing calculations, process diagrams, and final plans and specifications for facilities to be constructed.
- (b) Description of equipment used to excavate, handle, and transport contaminated material.
- (c) A field sampling and laboratory analysis plan addressing sampling during implementation and to confirm achievement of the performance objectives of the RAP.
- (d) A transportation plan identifying routes of travel and final destination of wastes generated and disposed.
- (e) For groundwater extraction systems: aquifer test results, capture zone calculations, specifications for extraction and performance monitoring wells, and a plan to demonstrate that capture is achieved.
- (f) An updated health and safety plan addressing the implementation activities.
- (g) Identification of any necessary permits and agreements.
- (h) An operation and maintenance plan including any required monitoring.
- (i) A detailed schedule for implementation of the remedial action consistent with the schedule contained in the approved RAP including procurement, mobilization, construction phasing, sampling, facility startup, and testing.
- (j) The locations of sentry wells, which are non-detect for the volatile organic compounds, beyond which the plume must not migrate.
- (k) Measurable interim goals which can be used as evidence to show that the first phase is working (i.e. contamination is decreasing, or has not increased) in wells down gradient of the groundwater extraction system of the Phase 1 system). This should include any additional monitoring wells needed to evaluate the system.

(l) Respondent shall submit to DTSC an annual report which evaluates the effectiveness of the Phase 1 system no later than sixty (60) days after one (1) year of operation of the first phase of the RD, and annually thereafter until Phase 2 has been implemented. If during the implementation of the first phase of the RD, DTSC determines that the goals of subsections j or k are not met, the Respondent shall submit to DTSC within sixty (60) days, the RD for the second phase.

(m) As to the portion of the Remedial Design which addresses the implementation of the groundwater pump and treat system with extraction wells near the leading edge of the contaminant plume (Phase 2), Respondent shall be required to provide such remedial design no later than one hundred and twenty (120) days prior to completion of three (3) years of operation of the first phase of the RD, unless Respondent submits a request for modification of the Remedial Action Plan related to the second phase.

(n) The modification to the approved RAP may be based upon, but is not limited to, information regarding evaluation of natural attenuation indicator parameters for groundwater, groundwater modeling, groundwater monitoring results, and effectiveness of groundwater remediation at the source and shall meet all of the applicable response action criteria in Health and Safety Code Section 25356.1.5. To the extent that a "containment zone", as that term is used in State Water Resources Control Board Resolution No. 92-49, is proposed as part of a modification to the Remedial Action Plan, Respondent shall obtain the approval of the Central Valley Regional Water Quality Control Board in addition to any approval of DTSC. If DTSC disapproves any proposed modification to the Remedial Action Plan pursuant to this paragraph, Respondent shall submit the remedial design to address Leading Edge Plume Remediation consistent with the Remedial Action Plan within sixty (60) days of DTSC's disapproval.

5.5 Deed Restrictions. Respondent shall sign and record deed restrictions approved by DTSC within ninety (90) days of DTSC's approval.

5.6 Implementation of Final RAP. Upon DTSC approval of the RD, Respondent shall implement the final RAP in accordance with the approved schedule in the RD. Within thirty (30) days of completion of field activities, Respondent shall submit an Implementation Report documenting the implementation of the Final RAP and RD.

5.7 Operation and Maintenance (O&M). Respondent shall comply with all O&M requirements in accordance with the final RAP and approved RD. Within thirty (30) days of the date of DTSC's request, Respondent shall prepare and submit to DTSC for approval an O&M workplan that includes an implementation schedule. Respondent shall implement the workplan in accordance with the approved schedule.

5.8 Five-Year Review. Respondent shall review and reevaluate the remedial action after a period of five (5) years from the completion of construction and startup, and every five (5) years thereafter. The review and reevaluation shall be conducted to determine if human health and the environment are being protected by the remedial action. Within thirty (30) calendar days before the end of the time period approved by DTSC to review and reevaluate the remedial action, Respondent shall submit a remedial action review workplan to DTSC for review and approval. Within sixty (60) days of DTSC's approval of the workplan, Respondent shall implement the workplan and shall submit a comprehensive report of the results of the remedial action review. The report shall describe the results of all sample analyses, tests and other data generated or received by Respondent and evaluate the adequacy of the implemented remedy in protecting public health, safety and the environment. As a result of any review performed under this Section, Respondent may be required to perform additional Work or to modify Work previously performed.

5.9 Changes During Implementation of the Final RAP. During the implementation of the final RAP and RD, DTSC may specify such additions, modifications, and revisions to the RD as DTSC deems necessary to protect public health and safety or the environment or to implement the RAP. Any modifications to the Final RAP shall be subject to Health and Safety Code 25356.1 and the modification requirements described in "Interim Final Guidance on Preparing Superfund Decision Documents: The Proposed Plan; The Record of Decision; Explanation of Significant Differences; The Record of Decision Amendment; OSWER Directive 9335.3-02, 1989."

5.10 Stop Work Order. In the event that DTSC determines that any activity (whether or not pursued in compliance with this Order) may pose an imminent or substantial endangerment to the health or safety of people on the Site or in the surrounding area or to the environment, DTSC may order Respondent to stop further implementation of this Order for such period of time needed to abate the endangerment. In the event that DTSC determines that any site activities (whether or not pursued in compliance with this Order) are proceeding without DTSC authorization, DTSC may order Respondent to stop further implementation of this Order or activity for such period of time needed to obtain DTSC authorization, if such authorization is appropriate. Any deadline in this Order directly affected by a Stop Work Order, under this Section, shall be extended for the term of the Stop Work Order.

5.11 Emergency Response Action/Notification. In the event of any action or occurrence (such as a fire, earthquake, explosion, or human exposure to hazardous substances caused by the release or threatened release of a hazardous substance) during the course of this Order, Respondent shall immediately take all appropriate action to prevent, abate, or minimize such emergency, release, or immediate threat of release and shall immediately notify the Project Manager. Respondent shall take such action in consultation with the Project Manager and in accordance with all applicable provisions of this Order. Within seven days of the onset of such

an event, Respondent shall furnish a written report to DTSC, signed by Respondent's Project Coordinator, setting forth the events which occurred and the measures taken in the response thereto. In the event that Respondent fails to take appropriate response and DTSC takes the action instead, Respondent shall be liable to DTSC for all costs of the response action. Nothing in this Section shall be deemed to limit any other notification requirement to which Respondent may be subject.

5.12 Discontinuation of Remedial Technology. Any remedial technology employed in implementation of the final RAP shall be left in place and operated by Respondent until and except to the extent that DTSC authorizes Respondent in writing to discontinue, move or modify some or all of the remedial technology because Respondent has met the criteria specified in the final RAP for its discontinuance, or because the modifications would better achieve the goals of the final RAP.

5.13 Financial Assurance. Respondent shall demonstrate to DTSC and maintain financial assurance for operation and maintenance and monitoring. Respondent shall demonstrate financial assurance prior to the time that operation and maintenance activities are initiated and shall maintain it throughout the period of time necessary to complete all required operation and maintenance activities. The financial assurance mechanisms shall meet the requirements of Health and Safety Code section 25355.2. All financial assurance mechanisms are subject to the review and approval of DTSC.

VI. GENERAL PROVISIONS

6.1 Project Coordinator. Within ten (10) days from the date this Order is signed by DTSC, Respondent shall submit to DTSC in writing the name, address, and telephone number of a Project Coordinator whose responsibilities will be to receive all notices, comments, approvals, and other communications from DTSC. Respondent shall promptly notify DTSC of any change in the identity of the Project Coordinator. Respondent shall obtain approval from DTSC before the new Project Coordinator performs any work under this Order.

6.2 Project Engineer/Geologist. The work performed pursuant to this Order shall be under the direction and supervision of a qualified professional engineer or a registered geologist in the State of California, with expertise in hazardous substance site cleanups. All engineering and geological work shall be conducted in conformance with applicable state law, including but not limited to Business and Professions Code sections 6735 and 7835. Within fifteen (15) calendar days from the date this Order is signed by DTSC, Respondent must submit: a) The name and address of the project engineer or geologist chosen by Respondent; and b) in order to demonstrate expertise in hazardous substance cleanup, the resumé of the engineer or geologist, and the statement of qualifications of the consulting firm responsible for the work. Respondent shall promptly notify DTSC of any change in the identity of the Project Engineer/Geologist.

Respondent shall obtain approval from DTSC before the new Project Engineer/Geologist performs any work under this Order.

6.3 Quarterly Summary Reports. Within thirty (30) days from the date this Order is signed by DTSC, and on a quarterly basis thereafter, Respondent shall submit a Quarterly Summary Report of its activities under the provisions of this Order. The report shall be received by DTSC by the fifteenth (15th) day of January, April, July and October and shall describe:

- (a) Specific actions taken by or on behalf of Respondent during the previous quarter;
- (b) Actions expected to be undertaken during the current quarter;
- (c) All planned activities for the next quarter;
- (d) Any requirements under this Order that were not completed;
- (e) Any problems or anticipated problems in complying with this Order; and
- (f) All results of sample analyses, tests, and other data generated under this Order during the previous quarter, and any significant findings from these data.

6.4 Quality Assurance/Quality Control (QA/QC). All sampling and analysis conducted by Respondent under this Order shall be performed in accordance with QA/QC procedures submitted by Respondent and approved by DTSC pursuant to this Order.

6.5 Submittals. All submittals and notifications from Respondent required by this Order shall be sent simultaneously to:

Barbara J, Cook, P.E
Regional Branch Chief
Attention: Project Manager
Department of Toxic Substances Control
700 Heinz Avenue, Suite 200
Berkeley, California 94710

Regional Water Quality Control Board
Sacramento Valley Region
Attn: GBF/Pittsburg Landfill Project Manager
3443 Routier Road, Suite A
Sacramento, California 95817-3098

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Contra Costa Health Services
2120 Diamond Blvd, Suite 200
Concord, California 94520

Technical reports only shall be sent to:

U.S. EPA, Region IX
Attn: Superfund Program Manager
75 Hawthorne Street
San Francisco, CA 94105

6.6 Communications. All approvals and decisions of DTSC made regarding submittals and notifications will be communicated to Respondent in writing by the Site Mitigation Branch Chief, DTSC, or his/her designee. No informal advice, guidance, suggestions or comments by DTSC regarding reports, plans, specifications, schedules or any other writings by Respondent shall be construed to relieve Respondent of the obligation to obtain such formal approvals as may be required.

6.7 DTSC Review and Approval. All response actions taken pursuant to this Order shall be subject to the approval of DTSC. Respondent shall submit all deliverables required by this Order to DTSC. Once the deliverables are approved by DTSC, they shall be deemed incorporated into, and where applicable, enforceable under this Order.

If DTSC determines that any report, plan, schedule or other document submitted for approval pursuant to this Order fails to comply with this Order or fails to protect public health or safety or the environment, DTSC may:

- (a) Modify the document as deemed necessary and approve the document as modified; or
- (b) Return comments to Respondent with recommended changes and a date by which Respondent must submit to DTSC a revised document incorporating the recommended changes.

Any modifications, comments or other directives issued pursuant to (b) above, are incorporated into this Order. Any noncompliance with these modifications or directives shall be deemed a failure or refusal to comply with this Order.

6.8 Compliance with Applicable Laws. Nothing in this Order shall relieve Respondent from complying with all other applicable laws and regulations, including but not limited to

compliance with all applicable waste discharge requirements issued by California Regional Water Quality Control Board, the California Integrated Waste Management Board and the Contra Costa County Health Services (the Local Enforcement Agency). Respondent shall conform all actions required by this Order with all applicable federal, state and local laws and regulations.

6.9 Respondent Liabilities. Nothing in this Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current or future operations of Respondent. Nothing in this Order is intended or shall be construed to limit the rights of any of the parties with respect to claims arising out of or relating to the deposit or disposal at any other location of substances removed from the Site. Nothing in this Order is intended or shall be construed to limit or preclude DTSC from taking any action authorized by law to protect public health or safety or the environment and recovering the cost thereof. Notwithstanding compliance with the terms of this Order, Respondent may be required to take further actions as are necessary to protect public health and the environment.

6.10 Site Access. Access to the Site and laboratories used for analyses of samples under this Order shall be provided at all reasonable times to employees, contractors, and consultants of DTSC. Nothing in this Section is intended or shall be construed to limit in any way the right of entry or inspection that DTSC or any other agency may otherwise have by operation of any law. DTSC and its authorized representatives shall have the authority to enter and move freely about all property at the Site at all reasonable times for purposes including, but not limited to: inspecting records, operating logs, sampling and analytic data, and contracts relating to this Site; reviewing the progress of Respondent in carrying out the terms of this Order; conducting such tests as DTSC may deem necessary; and verifying the data submitted to DTSC by Respondent.

To the extent the Site or any other property to which access is required for the implementation of this Order is owned or controlled by persons other than Respondent, Respondent shall use best efforts to secure from such persons access for Respondent, as well as DTSC, its representatives, and contractors, as necessary to effectuate this Order. To the extent that any portion of the Site is controlled by tenants of Respondent, Respondent shall use best efforts to secure from such tenants, access for Respondent, as well as for DTSC, its representatives, and contractors, as necessary to effectuate this Order. For purposes of this Section, "best efforts" includes the payment of reasonable sums of money in consideration of access. If any access required to complete the Work is not obtained within forty-five (45) days of the effective date of this Order, or within forty-five (45) days of the date DTSC notifies Respondent in writing that additional access beyond that previously secured is necessary, Respondent shall promptly notify DTSC, and shall include in that notification a summary of the steps Respondent has taken to attempt to obtain access. DTSC may, as it deems appropriate, assist Respondent in obtaining access. Respondent shall reimburse DTSC in obtaining access, including, but not limited to, attorneys fees and the amount of just compensation.

6.11 Sampling, Data and Document Availability. Respondent shall permit DTSC and its authorized representatives to inspect and copy all sampling, testing, monitoring or other data generated by Respondent or on Respondent's behalf in any way pertaining to work undertaken pursuant to this Order. Respondent shall submit all such data upon the request of DTSC. Copies shall be provided within seven (7) days of receipt of DTSC's written request. Respondent shall inform DTSC at least seven (7) days in advance of all field sampling under this Order, and shall allow DTSC and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Order.

6.12 Record Retention. All such data, reports and other documents shall be preserved by Respondent for a minimum of ten (10) years after the conclusion of all activities under this Order. If DTSC requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request or deliver the documents to DTSC, or permit DTSC to copy the documents prior to destruction. Respondent shall notify DTSC in writing, at least six (6) months prior to destroying any documents prepared pursuant to this Order.

6.13 Government Liabilities. The State of California shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by Respondent, or related parties specified in Section 6.26, Parties Bound, in carrying out activities pursuant to this Order, nor shall the State of California be held as party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Order.

6.14 Additional Actions. By issuance of this Order, DTSC does not waive the right to take any further actions authorized by law.

6.15 Extension Requests. If Respondent is unable to perform any activity or submit any document within the time required under this Order, Respondent may, prior to expiration of the time, request an extension of the time in writing. The extension request shall include a justification for the delay. All such requests shall be in advance of the date on which the activity or document is due.

6.16 Extension Approvals. If DTSC determines that good cause exists for an extension, it will grant the request and specify a new schedule in writing. Respondent shall comply with the new schedule incorporated in this Order. If applicable, DTSC may be required to follow requirements specified in paragraph 5.9 of this Order before a request can be approved.

6.17 Liability for Costs. Respondent is liable for all of DTSC's costs that have been incurred in taking response actions at the Site from the Respondent's date of Site ownership of

January 31, 2001 (including costs of overseeing response actions performed by Respondent), and costs to be incurred in the future.

6.18 Payment of Costs. DTSC will bill Respondent for costs incurred in taking response actions at the Site, including oversight actions, occurring on or after January 31, 2001. Respondent shall pay DTSC within sixty (60) days of receipt of any DTSC billing. Any billing not paid within sixty (60) days is subject to interest calculated from the date of the billing pursuant to Health and Safety Code section 25360.1. All payments made by Respondent pursuant to this Order shall be by check made payable to "DTSC," and shall bear on the face the project code of the Site (Site 200041-00) and the Docket number of this Order. Payments shall be sent to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, California 95812-0806

A photocopy of all payment checks shall also be sent to the person designated by DTSC to receive submittals under this Order.

In the event of nonpayment of costs required pursuant to this paragraph, DTSC reserves the right to recover any such costs from any other responsible party or liable person as defined in Health and Safety Code section 25323.5. Furthermore, DTSC reserves all rights, if any, it may have to seek response costs incurred by DTSC prior to January 31, 2001 from Respondent, provided however, that Respondent does not concede DTSC's right to recover such costs, and does not waive any defenses to such potential claims.

6.19 Severability. The requirements of this Order are severable, and Respondent shall comply with each and every provision hereof, notwithstanding the effectiveness of any other provision.

6.20 Incorporation of Plans, Schedules and Reports. All plans, schedules, reports, specifications and other documents that are submitted by Respondent pursuant to this Order are incorporated in this Order upon DTSC's approval or as modified pursuant to Section 6.7, DTSC Review and Approval, and shall be implemented by Respondent. Any noncompliance with the documents incorporated in this Order shall be deemed a failure or refusal to comply with this Order, subject to the dispute resolution procedures set forth herein.

6.21 Time Periods. Unless otherwise specified, time periods begin from the effective date of this Order and "days" means calendar days.

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6.22 Termination and Satisfaction. Except for Respondent's obligations under Sections 5.7 Operation and Maintenance (O&M), 5.8 Five-Year Review, 5.13 Financial Assurance, 6.12 Record Retention, 6.17 Liability for Costs, and 6.18 Payment of Costs, Respondent's obligations under this Order shall terminate and be deemed satisfied upon Respondent's receipt of written notice from DTSC that Respondent has complied with all the terms of this Order.

6.23 Parties Bound. This Order applies to and is binding upon Respondent, and its officers, directors, agents, employees, contractors, consultants, receivers, trustees, successors and assignees, including but not limited to, individuals, partners, and subsidiary and parent corporations. Respondent shall provide a copy of this Order to all contractors, subcontractors, laboratories, and consultants which are retained to conduct any work performed under this Order, within fifteen (15) days after the effective date of this Order or the date of retaining their services, whichever is later. Respondent shall condition any such contracts upon satisfactory compliance with this Order. Notwithstanding the terms of any contract, Respondent is responsible for compliance with this Order and for ensuring that its subsidiaries, employees, contractors, consultants, subcontractors, agents and representatives comply with this Order.

6.24 Change in Ownership. No change in ownership or corporate or partnership status relating to the Site shall in any way alter Respondent's responsibility under this Order. No conveyance of title, easement, or other interest in the Site, or a portion of the Site, shall affect Respondent's obligations under this Order. Unless DTSC agrees that such obligations may be transferred to a third party, Respondent shall be responsible for and liable for any failure to carry out all activities required of Respondent by the terms and conditions of this Order, regardless of Respondent's use of employees, agents, contractors, or consultants to perform any such tasks. Respondent shall provide a copy of this Order to any subsequent owners or successors before ownership rights or stock or assets in a corporate acquisition are transferred.

6.25 Dispute Resolution. The parties agree to use their best efforts to resolve all disputes informally. The parties agree that the procedures contained in this Section are the required administrative procedures for resolving disputes arising under this Order. If Respondent fails to follow the procedures contained in this Section, it shall have waived its right to further contest the disputed issue. Respondent reserves its legal rights to contest or defend against any final decision rendered by DTSC under this Section. Disputes regarding DTSC billings shall follow the procedures set forth in Section 6.25.3.

6.25.1 Respondent shall first seek resolution with DTSC's assigned project manager and unit chief. If the issue is not resolved after review by the unit chief, Respondent shall seek resolution with the DTSC branch chief by presenting in a letter the issues in dispute, the legal or other basis for Respondent's position, and the remedy sought. The branch chief shall issue a written decision with an explanation for the decision within thirty (30) business days after receipt

of the letter from Respondent.

6.25.2 If Respondent disagrees with the branch chief's decision, Respondent may appeal to the Statewide Cleanup Operations Division Chief. To appeal to the division chief, Respondent must prepare a letter stating the reasons why the branch chief's decision is not acceptable. Attached to the letter shall be (a) Respondent's original statement of dispute, (b) supporting documents, and (c) copies of any responses prepared by the project manager, unit chief, and branch chief. This letter and attachments shall be sent to the division chief within ten (10) business days from the date of Respondent's receipt of the branch chief's response. The division chief or designee shall review Respondent's letter and supporting documents, consider the issues raised and render a written decision to Respondent within thirty (30) business days of receipt of Respondent's letter. The decision of the division chief, or designee, shall constitute DTSC's administrative decision on the issues in dispute.

6.25.3 If Respondent disputes a DTSC billing, or any part thereof, Respondent shall notify DTSC's assigned project manager and attempt to informally resolve the dispute with DTSC's project manager and branch chief. If Respondent desires to formally request dispute resolution with regard to the billing, Respondent shall file a request for dispute resolution in writing within 45 days of the date of the billing in dispute. The written request shall describe all issues in dispute and shall set forth the reasons for the dispute, both factual and legal. If the dispute pertains only to a portion of the costs included in the invoice, Respondent shall pay all costs which are undisputed in accordance with Section 6.18. The filing of a notice of dispute pursuant to this Section shall not stay the accrual of interest on any unpaid costs pending resolution of the dispute. The written request shall be sent to:

Special Assistant for Cost Recovery and Reimbursement Policy
Department of Toxic Substances Control
P.O. Box 806
Sacramento, CA 95812-0806

A copy of the written request for dispute resolution shall also be sent to the person designated by DTSC to receive submittals under this Order. A decision on the billing dispute will be rendered by the Special Assistant for Cost Recovery and Reimbursement Policy or other DTSC designee.

6.25.4 The existence of a dispute shall not excuse, stay, or suspend any other compliance obligation or deadline required pursuant to this Order.

6.26 Effect of Consent Order on Other Orders for Site. This Order shall stay any prior orders issued by DTSC for this Site including but not limited to the Second Amended Remedial Action Order and Imminent and/or Substantial Endangerment Determination and Order, Docket No. HAS 87/88-012A. Nothing in this Order shall affect the status of any person who has been

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determined to be a responsible party or liable person pursuant to those prior orders.

VII. EFFECTIVE DATE

7.1. The effective date of this Order shall be the date on which this Order is signed by the Parties.

VIII. PENALTIES FOR NONCOMPLIANCE

8.1. Each Respondent may be liable for penalties of up to \$25,000 for each day out of compliance with any term or condition set forth in this Order and for punitive damages up to three times the amount of any costs incurred by DTSC as a result of Respondent's failure to comply, pursuant to Health and Safety Code sections 25359, 25359.2, 25359.4, and 25367(c). Health and Safety Code section 25359.4.5 provides that a responsible party who complies with this Order, or with another order or agreement concerning the same response actions required by this Order, may seek treble damages from Respondent who fails or refuses to comply with this Order without sufficient cause.

IX. SIGNATORIES

9.1. Each undersigned representative of the parties to this Order certifies that he or she is fully authorized to enter into the terms and conditions of this Order and to execute and legally bind the Parties to this Order.

9.2. This Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

IT IS HEREBY AGREED AND ORDERED.

DATE: _____

Michael C. Salmon
President, GBF Holdings, LLC

DATE: 7/13/2001

Barbara J. Cook
Barbara J. Cook, P.E.
Branch Chief

Consent Order
Revision 6 – July 12, 2001

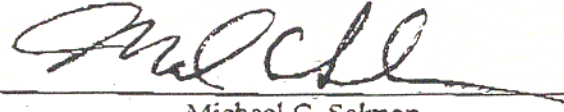
Northern California
Coastal Cleanup Operations Branch
Department of Toxic Substances Control

cc: Site Mitigation Program
Headquarters, Planning & Policy
Office of Legal Counsel

Consent Order
Revision 6 – July 12, 2001

IT IS HEREBY AGREED AND ORDERED.

DATE: July 13, 2001



Michael C. Salmon
President, GBF Holdings, LLC

DATE: _____

Barbara J. Cook, P.E.
Branch Chief
Northern California
Coastal Cleanup Operations Branch
Department of Toxic Substances Control

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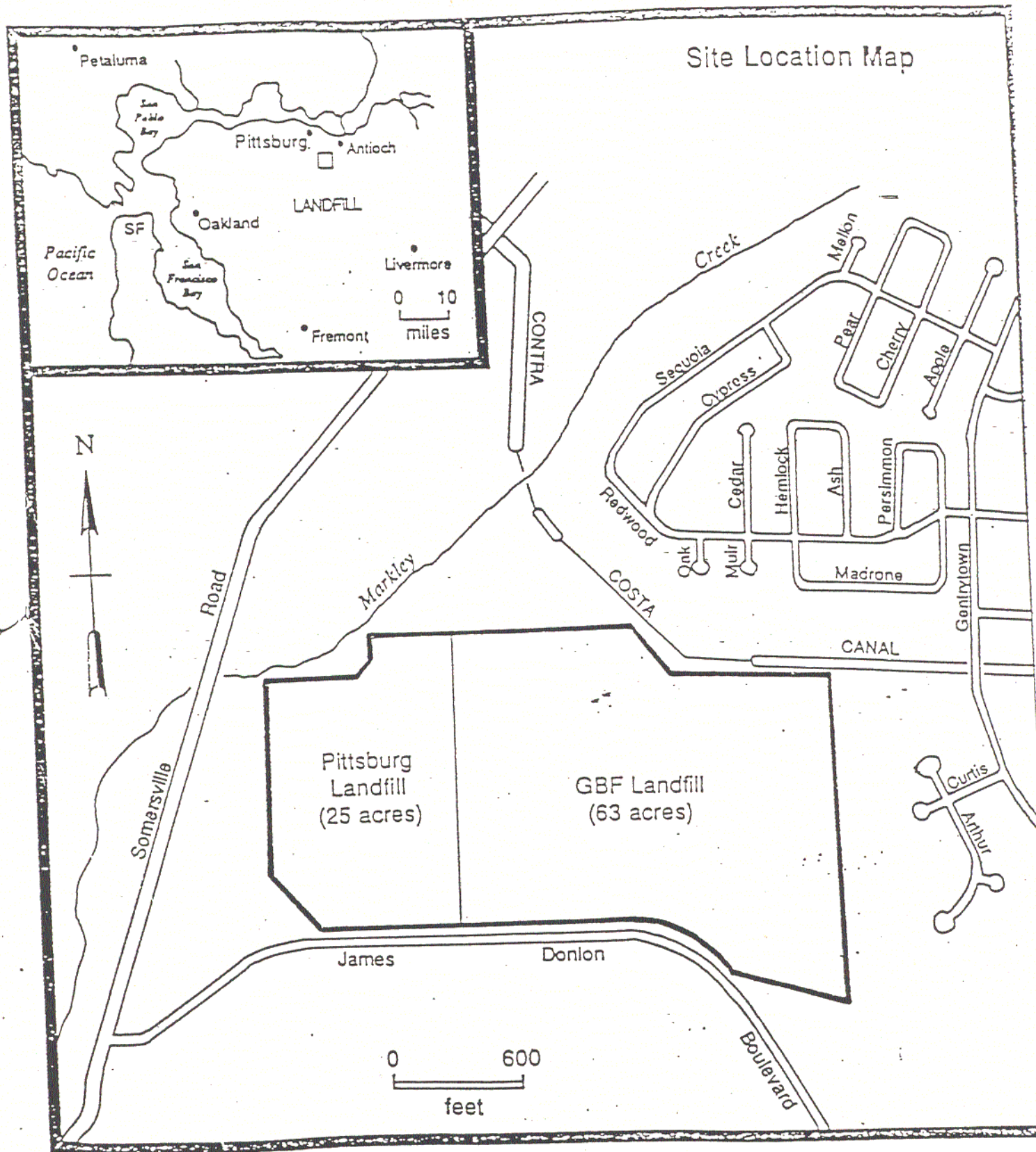


Exhibit A